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Attorney for Plaintiffs

**FILED**  
Clerk  
District Court

**OCT 17 2005**

For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS**

1. ABELLANOSA, JOANNA
2. ALVARADO, MARISSA
3. ANTATICO, NORA
4. APIT, LOLY
5. AQUINO, RUSSEL
6. ARANDA, MARLOU
7. ARCEGA, PRECILLA
8. ASIA, ANGELITA
9. BAAY, CRISTINA
10. BALBIDO, MARISSA
11. BALCITA, AMALIA
12. BALICHA, ESTELITA, E.
13. BANAAG, EVELYN
14. BANGUILAN, TERESITA
15. BANTILLO, DELMA
16. BASTO, ZENAIDA
17. BAUTISTA, CONSOLITA
18. BERNARDINO, EVA
19. BUTIC, TERESITA
20. CABANIT, ANASTACIA
21. CAPACITE, EMERITA
22. CARAIT, RUBY
23. CAVA, MARITA

Civil Action No. 05-0010

**FIRST AMENDED  
COMPLAINT**

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**ORIGINAL**

24. CHAVEZ, EVANGELINE
25. CONCEPCION, ANDREA
26. CONTEMPLACION, NELIDA
27. CORREA, HAIDE
28. CRUZ, HELEN
29. CRUZ, AGNES
30. DELA CRUZ, MA. ROSARIO
31. DELOS SANTOS, ELENA
32. DOMINE, CORAZON
33. DUGAY, NOMIELADA
34. FAJARDA, AMELITA
35. GADIANE, MARILYN
36. GASES, NENITA
37. GELERA, EIREEN
38. GONZALES, GUADALUPE
39. HERNANDEZ, WENDELIN
40. INOPIQUEZ, ROSALINDA
41. LADIA, VICTORIA
42. LEJANO, ANGELA
43. LOZANO, NELIA
44. MACLANG, MARIDETH
45. MAGNAYE, BEATRIZ
46. MANZANILLA, EDELITA
47. MATEO, MARLA
48. MENDOZA, BELINDA
49. MIRANDA, AMALIA
50. MOLINA, ELIZABETH
51. MONSALUD, EVA
52. NABOR, CELESTINA
53. NAVIDA, MARICHU
54. NIMO, EULALIA
55. NIPAYA, LEONILA
56. NISPEROS, JENITA
57. NUEVA, MARITES
58. OLERMO, RUBY
59. PANGAN, MARITA
60. PANGELINAN, TERESITA
61. PASCUA, DYNA
62. PASCUAL, MYRNA
63. PELEGRINO, ADORACION
64. PERFECTO, CHARITO

65. POMAREJOS, GLORIA  
66. QUIPOT, MERCIA  
67. RELEVANTE, ADORA MAE  
68. REYES, AMELIA  
69. SALVADOR, JANNA  
70. SAPIANDANTE, MILA  
71. SORIANO, MARIETTA  
72. TAPIADOR, TERESA  
73. TEBERIO, JESSICA  
74. TOBIAS, JOCELYN  
75. VALDOZ, SHEROWIN  
76. VILLANUEVA, MARIBEL,

Plaintiffs,

v.

L&T INTERNATIONAL  
CORPORATION,

Defendant.

NOW COMES the Plaintiffs, by and through counsel, and as their claims and causes of action against Defendant L&T International Corporation (L&T), allege and aver as follows:

I  
JURISDICTION AND VENUE

1. This action is brought under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (hereinafter designated as "FLSA") made applicable to this action by the COVENANT TO ESTABLISH A COMMONWEALTH OF THE NORTHERN MARIANA

1 ISLANDS IN POLITICAL UNION WITH THE UNITED STATES OF AMERICA, Article  
2 V, § 502(a)(2). Specifically, jurisdiction is conferred upon this Court pursuant to  
3 Section 16(b) of the FLSA, 29 U.S.C. Section 216(b).

4         2. The Court is granted jurisdiction over Plaintiffs' FLSA claims under  
5 28 U.S.C. § 1331 (federal question jurisdiction), and as proceedings arising under  
6 an Act of Congress regulating commerce pursuant to 28 U.S.C. § 1337(a).

7         3. The Court has jurisdiction over Plaintiffs' wage claims pursuant to  
8 29 U.S.C. § 216(b).

9         4. The Court also has jurisdiction based on diversity of citizenship in  
10 that each plaintiff is a citizen of the Republic of the Philippines while, on  
11 information and belief, Defendant L & T Corporation is a corporation organized  
12 and existing under the laws of, and with its main office located in, Saipan, CNMI  
13 and is a domiciliary of the CNMI. The individual claims of each plaintiff against  
14 the defendant in this matter, exceed and is more than \$ 75,000.00, exclusive of  
15 costs and interest, pursuant to 28 U.S.C. § 1332.

16         5. The Court's jurisdiction over plaintiffs' non-FLSA claims is granted  
17 pursuant to 28 U.S.C. § 1367(a) (supplemental jurisdiction).

18         6. The Court's authority to issue declaratory relief in this action is  
19 conferred by 28 U.S.C. § 2201 and § 2202.

20         7. Venue is properly placed in this United States District Court for the  
21  
22  
23

1 Northern Mariana Islands in that all parties were present in, and all acts alleged  
2 and complained of occurred in the CNMI.

3  
4 **II**  
5 **PARTIES AND CAPACITIES**

6 8. Plaintiffs are, each and all, citizens of the Philippines and, at all  
7 relevant times, resided in the CNMI and were employed by or suffered to work  
8 by defendant variously pursuant to written contracts for a fixed period of  
9 employment of one (1) year each duly approved by the CNMI Department of  
10 Labor (DOL) pursuant to the Nonresident Workers Act (NWA), 3 N.Mar.I.Code  
11 § 4411, *et. seq.*

12 9. Plaintiffs, at all pertinent times, were employed and worked as  
13 “packager hand” of garments by and for defendant in an enterprise engaged in  
14 commerce and the production of goods for interstate and international commerce,  
15 such that garments worked on and made by plaintiffs were shipped by defendant  
16 in interstate and international commerce from the CNMI to various places in the  
17 United States of America and other countries.

18  
19 10. Each of the plaintiffs was hired by and commenced work as  
20 “packager hand” for Defendant L&T on different dates in February 2004 and  
21 March 2004 and they were terminated on or about May 12, 2004.

22 11. Defendant **L&T International Corporation**, on information and  
23

1 belief, at all pertinent times, was a domestic corporation with its head office and  
2 factory located in Saipan, CNMI, whose primary business was and is the  
3 production of garments for interstate and international distribution and sale  
4 outside of the CNMI and was and is engaged in the business of production of  
5 goods for and shipment in, interstate and international commerce and plaintiffs  
6 performed work on such products and garments.  
7

8 12. Defendant L&T was the employer of each plaintiff, at all pertinent  
9 times herein, within the meaning of FLSA § 203(e)(1) and the Minimum Wage and  
10 Hours Act (MWAHA), 4 N.Mar.I.Code §9211, *et. seq.*  
11

### 12 **III** **FACTUAL BACKGROUND**

#### 13 **A.** **The Recruitment Process**

14 13. Between January 2004 to March 2004, Defendant L&T, through  
15 newspaper and other media, recruited and advertised for persons to work as  
16 “packager hand.”  
17

18 14. The plaintiffs, either read L&T’s job advertisement(s), learned  
19 through the media and/or were informed by others about L&T’s job openings,  
20 responded and applied for said jobs on various dates at L&T during said period.  
21

22 15. Defendant L&T, by and through its employee and agent, Ms. Cory  
23

1 Quin, who, on information and belief, was employed by L&T in its Human  
2 Resources Department (HRD), interviewed each plaintiff-applicant regarding their  
3 employment and work experience, among other matters, and required each  
4 plaintiff-applicant to fill out an application form.

5  
6 16. On various dates thereafter, Defendant, variously through Ms. Quin  
7 and/or Ms. Baby Lopez who, on information and belief, was an employee and  
8 agent of L&T in its HRD, contacted each plaintiff-applicant and instructed them  
9 to come and report to L&T.

10 17. Upon reporting, L&T, either through Ms. Lopez or Ms. Quin,  
11 informed plaintiffs that L&T would hire them and directed each plaintiff to sign  
12 the employment contract form then being presented to them.

13  
14 **B.**  
15 **The Release and Acceptance of Employment**  
16 **Under Grants of Transfer**

17 18. Certain of the plaintiffs, who were either "expiration transferees" or  
18 "administrative transferees" were authorized to work for L&T by the Department  
19 of Labor's approval of Conditional Grant of Transfer, premised on L&T's  
20 promises and representations set forth in the Department of Labor (DOL) form  
21 entitled Declaration of Accepting Employer, executed and signed by defendant  
22 and each of the said-certain plaintiffs and approved by DOL on various dates

1 between February 2004 to March 2004. Attached as **EXHIBIT "1"** hereto and  
2 incorporated herein by this reference is a list of those plaintiffs hired pursuant to  
3 conditional grants of transfer.

4 19. Under the "Conditional Grant of Transfer," L&T, as the "Accepting  
5 Employer" and through its employee and agent Joaquin S. Torres, agreed as  
6 follows:  
7

8 . . . L&T INTERNATIONAL CORP. . . knowingly  
9 and freely accept the transfer of employment of . . .  
from . . . the Employer of Record.

10 Attached as **EXHIBIT "2"** hereto and incorporated by this reference is a standard  
11 form copy of a DOL "Conditional Grant of Transfer" form.

12 20. At the time L&T recruited and hired those plaintiffs listed in  
13 EXHIBIT "1" under conditional grants of transfer, said plaintiffs had the legal right  
14 to transfer and to seek and secure other employment for yet an unexpired number  
15 of days.

16 21. At said time, plaintiffs variously were either actively seeking other  
17 employment, and/or had pending employment applications with other employers.  
18 At the time L&T promised to hire each of said plaintiffs, they variously each had  
19 a number of days remaining under their transfer authorization in which to seek  
20 other employment. In reasonable reliance on L&T's promised employment, said  
21 plaintiffs were caused to give up and forego use of their remaining transfer time  
22



1 and/or to seek other or more secure employment in the time remaining under  
2 their transfer authorization.

3 22. Certain of the plaintiffs were authorized to work for L&T by DOL's  
4 approval of Consensual Grant of Transfer agreements between the workers'  
5 previous employers and the new employer, Defendant L&T. Attached as  
6 **EXHIBIT "3"** hereto and incorporated herein by this reference is a list of those  
7 plaintiffs hired pursuant to consensual grants of transfer agreements.  
8

9 23. At the time, L&T recruited and hired those plaintiffs listed in  
10 EXHIBIT "3" under consensual grants of transfer, said plaintiffs were working and  
11 had lawful annual employment contracts with other employers.

12 24. Defendant L&T, through its agents, knew that plaintiffs were so  
13 employed and requested that plaintiffs quit those jobs and come to work for L&T.

14 25. Because of the assurances and representations made by Defendant  
15 L&T that plaintiffs listed in EXHIBIT "3" would be hired and given stable, full-time  
16 work and employment for at least one year, Plaintiffs were induced to and  
17 reasonably relied on Defendant L&T's promise of secure employment for one to  
18 two years, in leaving their employer, for work with L&T.  
19

20 26. In entering into an employment relationship with Defendant L&T  
21 and in agreeing to forego other employment opportunities and to leave their then  
22 secure employment in order to work for L&T, each of the plaintiffs listed in  
23

1 EXHIBITS "1" and "3" sought to obtain financial stability, peace of mind, and  
2 future security in Defendant L&T.

3 27. At all material times, Defendant L&T, through Ms. Quin, assured  
4 and represented to each plaintiff that they would be given stable employment and  
5 work in L&T as long as they performed satisfactorily and obeyed all reasonable  
6 and lawful directions, rules and regulations of Defendant which they did.

7 28. Defendant L&T knew at the time of recruiting/contracting with,  
8 and at the time of termination, that each plaintiff was female, an alien, and a  
9 citizen of the Republic of the Philippines.  
10

11 29. Defendant L&T knew that as alien contract workers, each plaintiff's  
12 ability and right to remain/reside in the CNMI, was dependent on plaintiff's  
13 maintaining and having a DOL approved employment contract and an employer.

14 30. Defendant L&T knew that if it terminated plaintiff(s) prior to the  
15 natural expiration date of the contract(s) that plaintiffs would not be able to stay  
16 or reside in the CNMI unless they were able to get transfer authorization from  
17 DOL and timely obtain another annual contract employer.

18 31. Defendant L&T knew or upon reasonably inquiring should have  
19 known, at the time of the May 12, 2004 termination, that: (a) the economy and job  
20 market in the garment related industry was and had for sometime been, on a down  
21 turn; (b) that there were then a surplus and large numbers of unemployed  
22  
23

1 garment-related alien workers listed with the DOL Employment Services unable  
2 to be placed by the agency and unable to find work; (c) that L&T, on information  
3 and belief, prior to termination, made no effort to contact and ask other  
4 employers if they could employ any of the plaintiffs; (d) L&T thus knew or, upon  
5 reasonably inquiring, would have known that by deliberately choosing to terminate  
6 all 76 plaintiffs *en masse* and dumping them in the CNMI unemployment pool at  
7 one time, that each plaintiff's chance of finding and obtaining new employment  
8 in their job category ("packager hand") would be exacerbated and rendered more  
9 difficult and unlikely, such that plaintiffs have been unable to find or secure other  
10 contract employment.  
11

12 **C.**

13 **Physical Examination and Health Clearance Fees**

14 32. Additionally, Defendant L&T, by and through its employee and  
15 agent, Ms. Baby Lopez, required and demanded as a condition to contracting with,  
16 hiring, and continuing employment of each plaintiff with L&T, that each plaintiff  
17 must provide for and/or pay their physical examination and health clearance fees.  
18 Implicit in this demand and condition was that plaintiffs would not be hired or  
19 continued in employment unless plaintiffs agreed to and provided for or paid for  
20 said examination and health fees.  
21

22 33. As an inducement for each plaintiff agreeing to pay for their said first  
23 year examination and health clearance fees, Defendant L&T, by and through its